

## BOARD OF EIGHT FOR GRAFT HUNT

Assembly Committee Planned  
With Whitman Aid  
as Counsel.

GLYNN TO SIGN BILL  
Decision Expected at Republican Conference Next Monday.

SENATE MAY OPPOSE IT

Contractor Tells of Getting  
\$76,636 Contracts After Contributing \$4,000.

Republican legislators in Albany were of the opinion last night that a special committee of eight Assemblymen would be named by Speaker Sweet to take charge of the highways and canal graft investigation and that John Kirkland Clark, assistant to District Attorney Whitman, would be selected as chief counsel of the committee.

The Republican Senators and Assemblymen will hold another conference next Monday night, when it is expected that this special committee will be named.

Gov. Glynn said yesterday that he was ready to sign any appropriation bill adopted by the Legislature to cover the investigation expenses.

Dudley E. Van Wirt, a contractor of Hudson Falls, testified before State Graft Hunter James W. Osborne that he contributed \$4,000 to Everett Fowler, the Democratic State committee's up-State "bagman," and that after making this contribution he received good road contracts worth \$76,636. The contributions were made in 1912 in three installments.

District Attorney Whitman did not succeed yesterday in identifying James E. Gaffney as the man who received the \$41,250 payment. James G. Shaw of the Clinton Point Stone Company refused to admit it was not Gaffney.

### GLYNN READY TO SIGN BILL.

Appointment of Inquiry Committee of Eight Expected.

ALBANY, Jan. 27.—The highway and canal graft investigation to be conducted by the Assembly will probably be put in the hands of a special committee of eight Assemblymen to be named by Speaker Sweet, and Republican legislators believe that John Kirkland Clark, assistant to District Attorney Charles S. Whitman of New York, will be named as chief counsel of the committee.

There will be another conference of Republican Senators and Assemblymen next Monday night, when a committee of seven appointed to consider the subject and make a decision as to the manner of conducting the investigation, will make its report. This committee, consisting of Senator E. B. Brown, Republican leader of the Senate, and Senator Charles J. Hewitt, Speaker Sweet, Assemblymen Christian of Herkimer, Wheeler of Ontario, Sullivan of Chautauque and Burroughs of Kings, will meet to-morrow afternoon. It is said that four of its members are in favor of a special committee, the three others being against this action.

There was talk to-day that the Assembly also would make an investigation of the charges against State Superintendent of Elections John R. Voorhis, which are to the effect that his office is being run as an aid to the Democratic organization in New York city. None of the leaders would discuss this phase of the situation to-night.

Gov. Martin H. Glynn declared to-day that he would sign any bill appropriating money for a legislative investigation of the Highway Department "within a minute after I receive the report."

"No one in the State is more anxious than I to get at the truth and the whole truth of the conditions, past and present, in the State Highway Department," said Gov. Glynn. "I have named an investigator of my own. I have placed the entire machinery of the State at his disposal."

### PAID \$4,000 TO FOWLER.

Good Roads Contractor Says He Received Contracts Worth \$76,636.

ALBANY, Jan. 27.—Additional evidence of the influence of highway contractors with highway officials which resulted in engineers and inspectors being taken off road work and transferred to other divisions while the contractors continued to defraud the State by the substitution of inferior materials and by violating the specifications in work on such projects was brought out to-day before Commissioner James W. Osborne, Gov. Glynn's graft hunter.

Another attempt was made by Mr. Osborne to fasten upon the members of the former Highway Commissioner State Engineer Bessel, Superintendent of Canals Peck, ex-Superintendent of Highways Reel and his first deputy, Charles F. Foley, the blame for the enormous expenditure of \$2,000,000 on highway repair contracts in 1912.

Mr. Osborne also tried to establish a connection between the awarding of these repair contracts and the campaign contributions made in 1912 and for this purpose wrung from Dudley E. Van Wirt, a good roads contractor, the admission that he had given \$4,000 as a campaign contribution through Everett Fowler and in the same year received more than \$76,000 worth of repair work contracts.

Another indication of the activity of "Thomas Hassett," who is under indictment in New York city as a result of District Attorney Whitman's investigation of the canal contracts, was given by John J. Riley, an Amsterdam contractor, who was introduced to Hassett, while seeking good roads repair contracts. He testified, inquired of Riley how much money he had to undertake the work with and when he said he only had enough to start, seemed to lose his interest in his case.

### Carliste Has a "Little Black Book."

Testimony revealed the existence of a "little black book," owned by State Highway Commissioner Carliste, which showed past where patronage was distributed. The existence of this book was brought to light in connection with testimony given concerning the workings of the political machine in Montgomery county. Osborne said he will have this book produced.

The most startling evidence of the day came from Van Wirt in the form of an admission that he had been invited to the Highway Commission offices and asked to look over the quantity sheets in the repair department and then put in a bid for certain repair work. He testified that he

### Joseph Cassidy and His Counsel

The former "boss" of Queens is leaving the Supreme Court building in Brooklyn with Robert H. Elder.



did not know whether other contractors were given this privilege or whether or not he was the lowest bidder on the jobs received. Van Wirt insisted that he did not get the contracts through the influence of ex-Chairman Huppuch.

Van Wirt testified that his contributions in 1912 were made as follows: June, \$500; September, \$2,000; October, \$1,500. The June contribution, he said, was made with a corporation check and the other by himself for which the company reimbursed him afterward.

When Mr. Osborne resumed his investigation to-day it was with the object of satisfying District Attorney Harold D. Alexander of Albany county that the approval of the 318 highway repair contracts constituted wilful neglect of duty on the part of the members of the old highway commission. Before consenting to turn the evidence over to the Albany county Grand Jury, Mr. Alexander wanted several points cleared up as to how much work was completed and how much money was paid by the State, when the Commission at its meeting on October 22, 1912, approved these repair contracts. This information will be turned over to the District Attorney to-morrow when the auditor of the Highway Department will have checked up these items.

H. F. Carpenter, ex-assistant secretary of the Highway Commission, testified to-day that the reason the old commission did not approve the minutes of the October 22 meeting was because they were not a true reproduction of the proceedings. He said the minutes as first prepared in the secretary's office had been turned over to C. Gordon Reel, then Superintendent of Highways, who changed them to read that the contracts were approved upon the recommendation of the first Deputy, Charles F. Foley, and not upon the (Reel's) suggestion.

**Foley First to Award Contracts.**  
Another question upon which the District Attorney of Albany county wanted more light was whether it had been customary in the Highway Commissions that preceded the Reel regime to permit the first deputy to award repair contracts. E. F. Weeks, an employee of the repair department, testified that the system originated with the appointment of Deputy Foley.

John B. Wright, Commissioner of Public Works of Amsterdam, who had been a resident engineer in the Highway Department until January 3, 1914, testified that he had been transferred to Allegheny county from Montgomery after threats by John E. Consalus, a road contractor, whose work he found fault. Mr. Wright also was threatened with punishment of removal by Peter V. Baird of Amsterdam, who sold some stone to Contractor Burns on a Montgomery county road.

Wright told of one contract for a macadam road near Amsterdam held by Consalus for \$50,000, which was changed to a brick road in spots so that the contractor got \$110,000 for the work. This was on the recommendation of the division engineer, Wright he said.

Hollington & Co. had a contract for a macadam road between Fonda and Amsterdam, Wright said, and there was a supplemental agreement on this road. "What sort of work was done by this company?" asked Mr. Osborne.

"Most of it was pretty poor," was the answer. "The specifications were changed so that instead of receiving \$5.50 per yard for cyanite, a hard stone, the company received \$6.10 for limestone, a softer and cheaper grade of stone."

Wright agreed with Commissioner Osborne that, although the engineers in charge of the actual construction of the road were appointed from the competitive civil service lists, they were powerless because the State Highway Commissioner and his deputies were chosen for political reasons and could be influenced by the contractors making large campaign contributions.

John J. Riley of Amsterdam was a contractor in New York city in 1911. John McCarthy, a dealer in building materials, gave Riley a letter at that time to Thomas Hassett, who up to January 1 last was confidential secretary to State Engineer John A. Bessel. Riley came to Albany and saw Hassett and asked him to get him some good roads repair contracts.

**Baird Got the Contracts.**  
Riley said that Hassett lost interest in him when he found he hadn't much money and when he saw Superintendent Reel he was told he would have to get the endorsement of Chairman Wemple of the Montgomery county Democratic committee and ex-Senator Gardner before he could get any contracts.

It developed that Contractor Baird received the repair contracts that Riley was looking for and that he had contributed \$5,000 to the campaign funds.

Ex-Representative Theron Aiken of Montgomery said Reel told him that Gardner was responsible for Wright's transfer. Aiken and two other Montgomery county Democrats opposed to the organization and who were following the fortunes of Gov. William Sulzer called upon State Commissioner Carliste and protested that they should get more patronage in Montgomery county. As Gardner and Wemple were getting it all,

patronage as the other faction. "In this book was a list of every employee and the name of the politician to whom his appointment was credited."

"I shall have to get that little book," Mr. Osborne believes this was one of the ways in which the law was evaded and a million dollars intended for building highways went to buy road machinery at exorbitant prices.

### SHAW STILL RETICENT.

Declines to Say It Was Not Gaffney Who Received \$41,250.

District Attorney Whitman got nearer yesterday the identification of James E. Gaffney as the man to whom \$41,250 was paid for an aqueduct contract. He came so near to it that he subpoenaed James G. Shaw of the Clinton Point Stone Company to appear again before the grand jury to-morrow.

Mr. Whitman said last night that he had received no word from Albany regarding plans for a legislative graft committee to which he or one of his assistants would be appointed counsel.

Mr. Shaw was questioned for an hour yesterday. At his previous examination he declared that the man to whom he paid the money was not James E. Gaffney. Yesterday he would not affirm that it was not Gaffney. He did admit that he saw much of Gaffney during the payment, March, 1909, the date of the payment.

Leo F. Scully, an expert accountant, who was employed by Mr. Shaw in 1909, told of telephone conversations between his former employer and Mr. Gaffney. He said that scores of times after the first of March, 1909, Mr. Shaw instructed him to get James E. Gaffney on the telephone. He said he would call Mr. Gaffney's office and having got Gaffney himself to the telephone would tell him that Mr. Shaw desired to speak with him. That ended his knowledge of the telephone conversations. He declared he never listened to what was said by the two men. He said that Gaffney called frequently on Mr. Shaw at that time.

The investigation of payments by aqueduct contractors to James E. Gaffney took up all the time of the Albany Grand Jury. Mr. Prof. John R. Freeman, consulting engineers, and Charles N. Chadwick, president of the Board of Water Supply, were questioned respecting the considerations which moved them to advise the award of aqueduct contracts to Mason & Hanger and to Patterson & Co. of Pittsburgh.

The Patterson company got aqueduct work despite the fact that they were third lowest bidders. Mr. Chadwick had already asserted that the contract was awarded according to business principles and that he knew nothing of the alleged bartering of the contract by James E. Gaffney.

James E. Barker of Pittsburgh, who with James G. Shaw was receiver for Patterson & Co., was also questioned about the payment of \$41,250. He declined to say what he had told the Grand Jury.

There will be no hearing in the John Doe inquiry to-day as previously arranged. The Grand Jury will meet again to-morrow and resume its inquiry into aqueduct contracts. Ex-Gov. Sulzer may be a witness.

### R. T. HEITEMEYER DIVORCED.

Jersey Leather Manufacturer's Wife Gets Final Decree.

Chancellor Walker of New Jersey has signed the final decree divorcing Mrs. Elizabeth Heitemeyer of Hoboken from Robert T. Heitemeyer, president of R. Neuman & Co., leather manufacturer, of that city.

Mrs. Edna Mae Alexander, who was recently indicted with Heitemeyer for conspiracy to smuggle, was named in the suit.

Mrs. Heitemeyer was formerly Miss Smith, daughter of Michael Smith, a retired Hoboken butcher. Her suit was the outcome of her husband's intimacy with Mrs. Alexander, which resulted in the granting of a decree of divorce to Alexander of Hoboken. Neither suit was defended.

Alexander has a suit pending against Heitemeyer to recover \$100,000 for the alienation of Mrs. Alexander's affections.

**Hamilton to Succeed Williams.**  
WASHINGTON, Jan. 27.—Announcement was made to-day that Assistant Secretary Charles S. Hamilton, in charge of customs, will succeed John Skelton Williams as First Assistant Secretary of the Treasury.

Mr. Williams will assume the duties of Comptroller of the Currency February 2. Mr. Hamilton's successor will not be picked until the latter part of February.

## SUBPOENA JUDGE TO STOP CASSIDY TRIAL

Justice Jaycox Defeats Bold  
Move of Two Lawyers—  
Jury Is Chosen.

TALE OF WILLETT 'DICKER'  
Rumors He Will Testify Against  
Politicians for Light  
Sentence.

Robert H. Elder and Robert M. Moore, lawyers respectively for Joseph Cassidy, ex-boss of Queens county, and Louis T. Walter, Jr., who are accused of conspiring to sell William Willett his nomination for the Supreme Court bench in 1911, made a bold move yesterday. Just before the trial began before Justice Jaycox in Part VII of the Supreme Court in Brooklyn they served the Justice with a subpoena as a witness. This of course would have eliminated Justice Jaycox as trial judge.

Justice Jaycox sat in the trial last week of Willett, who was convicted by the jury in forty minutes. On Monday night Elder and Moore obtained a subpoena from Justice Van Sieten and served it upon Justice Jaycox in chambers. It commanded Justice Jaycox to appear in Part VII yesterday morning as a witness.

"What's the reason for this?" Justice Jaycox demanded.

"Must we give away to the prosecution our defence?" asked Mr. Elder.

**Fall in Effort to Stop Trial.**

"You must submit an affidavit to the court stating your reasons for this," said Justice Jaycox. "Then this document was sworn to and filed with the court."

"Robert M. Moore, being duly sworn, says: 'I am one of counsel for defence herein. I have discussed the facts and circumstances of this case with the defendants and with my associate counsel, and I know the facts of the defence and what the defendants desire and expect to prove. That I have caused the Hon. Walter H. Jaycox to be subpoenaed as a witness for the defence, and it is bona fide and to call him to the witness stand for the defence. He will be called as such witness.'

"It is my opinion that he will be and is a material and important witness," said Justice Jaycox. "There is a Walter Jaycox sitting at the court, not as an individuality. I know of no witness Jaycox. You'll have to give material grounds why the witness Jaycox should be produced."

He refused to accept the service of the subpoena and ordered the trial to go on.

Mr. Elder read a long list of motions for the dismissal of the indictment for Cassidy, and Moore went over another long list for Walter. Justice Jaycox denied them all.

The judge said the jurors who will hear the case against Cassidy and Walter:

Foreman, Stephen L. Powell, shoe dealer, 614 McDougall street; John Gledhill, provisions, 67 Linden avenue; Frank L. Kennedy, travelling salesman, 724 Eighth avenue; Robert W. Fox, 203 Madison street; Walter H. Young, insurance, 166 Macdon street; Edward W. Phillips, electrical apparatus, 1278 Eighth-street; M. N. Nolan, book binder, 112 Kennedy street; E. J. Lazarus, tobacco, 256 Clermont avenue; Joseph C. Tully, manufacturer, 443 Monroe street; Isaac G. James, stock broker, 1223 Broadway; Nathan Shellenberg, clothing, 224 Carlton avenue, and Henry Klappenberg, retired, 25 Hawthorne street.

The jury was completed at 6:45 yesterday evening after forty-five talesmen had been examined.

There were plenty of rumors during the day that Willett would try to "dicker" with District Attorney Gaffney for a light sentence as a reward for testifying against Cassidy.

Willett remained in the Raymond street jail, refusing to see any one. Mr. Cross said that if Willett would send for him he would see him, but that no message had been received that Willett wanted to see him.

To offset the rumors of Willett turning State's evidence was the argument that Willett would stand a better chance on an appeal if Cassidy were acquitted, and that it was not to Willett's interest to try to convict Cassidy.

### CABLE AGREEMENT EXPLAINED.

Marconi and Western Union Increase Competition With Postal.

The new working arrangement between the Marconi Wireless Company of America and the Western Union Telegraph Company, announced in San Francisco yesterday, was explained at the offices of the Marconi company in the city as a move to increase competition with the Postal Telegraph Company, particularly in business west of California.

At the office of Vice-President Bottomley the following statement was made: "The agreement will give the Postal competition west of San Francisco. At present the Western Union has no Pacific cable, so that all business must be turned over to the Postal in San Francisco. The result is that return business generally goes over the Postal's land lines to San Francisco and will reduce the existing cable rate by one-third."

"In the East we shall compete with the Western Union cables, but in a short time it is likely that most of the first class business will be carried by Western Union cables, while all other matter, including press and bulky work, will be taken over by our wireless system."

### ASKS OLD WESTCHESTER RATES.

Senator Proposes Bill to Lower Commutation Charges.

ALBANY, Jan. 27.—Senator Healy, Democrat, of Westchester introduced to-day a bill designed to restore the old commutation rates on the New Haven road between the Grand Central Terminal and Westchester county points and to compel the New Haven to adopt the same commutation rate method on the New York end of its road as is in vogue in the Boston commutation zone.

One bill also provides that the State Public Service Commission may suspend the city of Albany from the passenger rate schedule pending investigation and that the burden of justifying the increase shall be on the railroad instead of the commission.

The Appellate Division of the Supreme Court in Albany recently decided in a New Haven-Westchester county rate commutation case that the burden of proof was on the commission instead of the railroad.

### YEAR FOR NEW HAVEN MAN.

Judge Then Suspends Sentence on  
Manslaughter Charge.

NEW HAVEN, Conn., Jan. 27.—Charles Henry Murray, brakeman of the New Haven White Mountain Express, whose wreck at North Haven resulted in the death of twenty-one persons, was sentenced to one year in jail on his plea of guilty to a charge of manslaughter here to-day, but sentence was immediately suspended.

"I am not going to hold you responsible for more than your share in the wreck," said Judge Shumway, "and your share was the least of any one's."

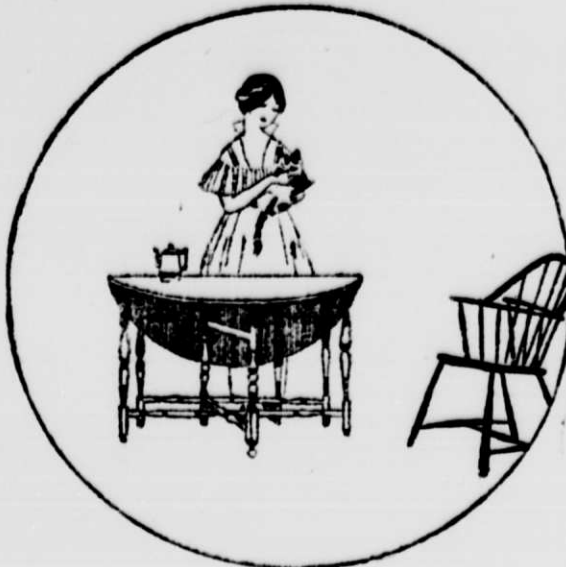
## The Coming Furniture Event

### ---The Wanamaker February Sale

This store originated "The February Furniture Sale." It is expected by every one to lead in its development. We shall not disappoint the public expectation.

The Wanamaker Furniture Standard is established. It means:

1. The best selected materials.
2. Thorough construction and finish.
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5. Moderate-priced furniture of guaranteed value.
6. Spacious exhibitions in settings, rooms and the House Palatial where the furniture may be viewed in "home" surroundings to compare with all furnitures.
7. Reliable satisfaction and service in every purchase.



This Sale Presents over a Million Dollars' Worth of Furniture and Opens with Three Courtesy Days

Thursday, January 29—General Review Day

All furniture will be on exhibition, in three Galleries, and marked so as to show regular and February prices. Advance selections may be made, transactions to date from February.

Friday, January 30—Day of Exhibition of Fine Furniture

In which the best furniture of the world, home and foreign, antiques, reproductions and art specialties will be brought to the front and specially exhibited.

Saturday, January 31—Day of Exhibition of Moderate Price Furniture

—the lowest priced furniture of good quality which it is possible for any house to sell—demonstrating that good taste, and low prices may go hand in hand.

### Substantial Savings On All Furniture

In all of this immense array of exceptionally unique and unusual furniture there is a saving to purchasers of from 10 to 50 per cent.

In some of the choicest examples, there is a reduction of one-half the original price.

Kindly remember—First of the Courtesy and Exhibition Days—Tomorrow, January 29th

## JOHN WANAMAKER

Broadway at Ninth Street.

## MRS. CROSS'S DEATH ALSO UNDER INQUIRY

Investigation of Finances Is  
Extended by Lawyer  
for Her Sons.

ESTATE NEARLY \$1,000,000

Druggist Tells of Filling Two  
Prescriptions for Opium  
Derivative.

BEDFORD, Conn., Jan. 27.—The investigation into the affairs of Mrs. Hannah A. Cross, the wealthy widow who died here on November 25, has been extended to cover both the condition of her financial affairs after her death and the manner of her death.

James F. Blake of 34 Liberty street, New York, lawyer for Mrs. Cross's two sons, William T. Cross, president of Cross & Bequelin, jewelers at 23 Maiden lane, and Ferdinand L. Cross, director of the same company, spent the day here yesterday investigating the circumstances surrounding Mrs. Cross's death. It was learned that the sons are not satisfied with the death certificate, which stated that the death was due primarily to bronchitis and secondarily to pulmonary edema.

Mr. Blake learned that on the day Mrs. Cross died William T. Ballard, a local druggist, had twice filled prescriptions for her, each of which called for twenty-five half grains of codeine sulphate, which is a morphia derivative and dangerous in large quantities. The prescriptions were duplicated and were both signed by Dr. H. W. Fleck, a local physician.

### Filled Two Prescriptions.

Ballard said that early in the morning he filled one prescription. Not long afterward the other prescription was brought in. He thought it strange that two prescriptions, both calling for codeine sulphate, should come in in such short time. He called up Dr. Fleck, who told him it was all right; that he had been informed that the bottle containing the first prescription had been spilled, so he issued another prescription.

Dr. Fleck confirmed this, and said that he believed the first prescription had been spilled, because he saw some of the tablets on the floor and on the dresser when he called.

"Mrs. Cross was accustomed to codeine," said Dr. Fleck, "and so could take larger quantities than a person who was not used to it. It would have been impossible for any one to have given her enough to cause her death unless she was unconscious."

Frank M. Garland, a close friend of Mrs. Cross, whom she made executor of her estate just before her death, is still missing. He left here on December 9, with his wife and furniture. Some of his neighbors believe he has gone to Europe.

Garland lived in an expensive home during the experiments on his gun. He came here last May and became acquainted with Mrs. Cross shortly after he arrived, and soon was a daily visitor to her home. She moved here from Montclair, N. J., about a year ago. In her home lived her niece, Mrs. May Thompson



THE HIT OF THE SEASON

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Louquer, and Mrs. Louquer's daughter, Edith Thompson Louquer.

Garland obtained a power of attorney from Mrs. Cross. It is not known what business he did for her under the power. Under an old will Mrs. Cross divided her estate between her two sons and named Judge John Campbell of New York her executor. A few hours before her death she added a codicil making Garland executor. She also changed the will to the extent of leaving \$25,000 in cash and her jewelry, worth \$50,000, to Mrs. May Thompson Louquer.

When the will was offered for probate the two sons asked the court to make Garland put up a bond. He refused to do this and the court made Cullinan executor in his stead. Two weeks later Garland disappeared.

Mrs. Louquer said to-night that Mrs. Cross had deposited \$10,000 in a trust company to the joint account of herself and Mrs. Louquer. She added that Mrs. Cross did this because she said she might die at any time and she didn't want Mrs. Louquer to be destitute pending the settlement of the estate.

Mrs. Louquer said that after Mrs. Cross died Garland learned of this money, obtained a power of attorney from her and withdrew the money. She said that Garland paid some of it to her, but not all. About \$1,500 was missing, she said.

Prosecuting Attorney DeLaney admitted to-night that certain features of the case have been placed before him. He added that if the information he has in his possession now proves to be authentic he will begin an investigation.

**Estate Less Than \$1,000,000.**

Thomas L. Cullinan, executor, said late to-night that his search for securities yesterday in New York and Montclair, N. J., were fruitless. The estate, he said, would be valued at a little less than \$1,000,000, and that the missing securities would approximate \$50,000.

When asked if he would arrest Garland if found, he refused to state that he would do so upon the present evidence, but said that he wished to find him and have a talk with him about money said to have been placed in his possession.

Edith Thompson Louquer was married last night to John Campbell, 21 years old, of 18 Chapel street. They are now in residence formerly occupied by Mrs. Cross.

William T. Cross, elder son of Mrs. Cross, lives at 4 Francis place, Montclair. He refused to discuss the case last night.

The other brother, Ferdinand L., lives at 175 Orange road, Montclair. He was out last night and wouldn't be home until very late, it was said.



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and \$25.

Shirts!

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\$1.05.